

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

In re Application of:	§	Group Art Unit: 3627
	§	
James Shuder, et al.	§	Examiner: Jasmin, Lynda C.
	§	
	§	Atty. Dkt. No.: 5681-90600
	§	P6552
Serial No. 09/982,211	§	
	§	
	§	
Filed: October 17, 2001	§	
	§	
For: Method and System for	§	
Processing Timecard	§	
Related Information in a	§	
Purchase Order	§	
Procurement System	§	
	§	

REPLY BRIEF

Mail Stop Appeal Brief - Patents

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir/Madam:

In response to the Examiner's Answer dated October 12, 2007, Appellants present this Reply Brief.

REPLY

First Ground of Rejection

As noted on p. 3 of the Examiner's Answer, the rejection of claims 1-22 under 35 U.S.C. § 112, second paragraph, has been withdrawn.

Second Ground of Rejection

Claims 1-22 stand finally rejected under 35 U.S.C. § 102(e) as being anticipated by Haney (U.S. Publication 2001/0051889). Appellants respectfully traverse this rejection for at least the following reasons. Different groups of claims are addressed under their respective subheadings.

Claims 1-6

1. Cited art fails to disclose a timecard module as recited in Appellants' claim.

Regarding claim 1, Appellants have argued that **Haney fails to disclose, *inter alia*, a timecard module configured to generate a purchase order based on one or more approved electronic timecards.**

Specifically, Appellants have argued that Haney's purchase orders are generated as part of a contract labor request procurement process, which is clearly completed before the contractor performs any work. As noted in Appellants' Appeal Brief (filed September 18, 2006), Haney generates a purchase order after selecting a candidate to perform desired contract services, but *before the candidate is actually hired or performs any works and certainly before any electronic timecards are generated or approved*. See e.g., Haney, paragraphs [0021 – 0022] and [0030]). Appellants have also noted that Haney's timecards are generated *after the desired work is performed*. Thus, Appellants'

argument is, in part, that 1) Haney's purchase orders are generated and approved before any work is performed as part of the *hiring* process and 2) Haney's timecards are generated after the desired work is performed (i.e., ergo *after* the hiring process is complete). See, e.g., Appellants' Appeal Brief, pp. 11-12. Thus, Haney's system does not include a timecard module configured to generate a purchase order *based on one or more approved electronic timecards*.

In the Response to Arguments section of the Final Action, the Examiner refers to Haney's teachings regarding a resource manager verifying a CLR form. However, as noted in Appellants' Appeal Brief, Haney's CLR form is, like Haney's purchase orders, part of the contract labor request procurement process and therefore generated and used before the candidate is actually hired or performs any work and certainly before any electronic timecards are generated or approved (Haney, paragraphs [0020 – 0026]). Appellants' Appeal Brief demonstrates that Haney's CLR is quite clearly part of the labor request, bidding and procurement process **and explicitly not based on approved electronic timecards**.

The **Examiner has never responded to this argument** in any fashion. The Examiner does not explain how a CLR form that is part of the contract labor procurement process can be based on timecards that are cannot even be generated yet, since the contractor has not been hired or started work. For instance, the Examiner has not explained how the rejection can be maintained in light of Haney's teaching regarding "when requesting manager 22 needs contract labor, she uses her computer to access contract computer 28" and that "computer 28 then provides a contract labor request (CLR)" and in consideration that Haney further teaches a request coordinator that allocates an approved CLR to a resource manager, who then selects vendors to *submit resumes* of candidates able to fulfill the contract labor request (See, Haney, paragraphs [0024 – 0028]).

Instead, the Examiner states, "The Examiner disagrees [with Appellants' arguments] and stands by the rejection" (Examiner's Answer, p. 6). The Examiner does

not discuss how or why Haney's purchase order can be based on approved electronic timecards when Haney's system does not even generate timesheets until after the purchase order is generated, as demonstrated in Appellants' Appeal Brief and discussed clearly in paragraphs [0030 – 0031] of Haney. Contrary to the Examiner's assertion, Haney's generation of a purchase order "[u]pon the selection of a candidate" and after the "resource manager 25 approves the final terms," which is sent to the vendor as part of a "welcome package," and that "completes the contract labor request procurement process" (Haney, para. [0030]), clearly does not anticipate a timecard module configured to generate a purchase order based on one or more approved electronic timecards.

Haney's system works in an opposite way regarding the relationship of timecards to purchase orders than Appellants' invention. In Appellants' invention, as recited in claim 1, a purchase order is generated based on approved timesheets, while in Haney's system, a purchase order is used to hire a contractor who subsequently fills out timesheets that are applied to the total amount of the purchase order.

2. Cited art does not disclose a system configured to process both purchase order requisitions for goods and timecard information related to rendered services.

Further in regard to claim 1, Appellants have also argued that **Haney does not disclose a computer implemented procurement module configured to process both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services.** As demonstrated in Appellants' Appeal Brief, the Examiner has provided no evidence showing that Haney's system is actually capable of processing both purchase order requisitions specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services.

Appellants have pointed out that the Haney reference does not state or even imply that Haney's system is capable of processing both purchase order requisitions specifying

goods to be purchased and timecard information specifying time information related to rendered services.

The Examiner's assertion that Haney's computer system anticipates a computer implemented procurement module for processing both purchase order requisitions and timecard information is not supported by the actual teachings of Haney. Nowhere does Haney describe a system that has a computer implemented procurement module configured to process both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services.

If properly programmed, a computer system may performing a nearly infinite number and variety of functions. But no computer system anticipates a particular one of the infinite number and variety of functions unless it has actually been programmed to perform that function. A computer system configured with a specific set of software instructions (such as in Haney) is configured to perform only a finite set of functions (e.g., the functions described in Haney). The functionality described in Haney clearly does not anticipate what is recited in Appellants' claim.

The Examiner fails to respond to this argument in the Examiner's Answer.

The Examiner has argued, in the Response to Arguments section of the Final Action, that "Haney discloses a purchase order that may, for example, include the purchase order number, the purchase order date, the candidate's name and social security number, the vendor's name, remit to code, and address, the billing rates, the hours, the labor amount, the expense amount, the purchase order amount, the start date and the end date." However, as argued in Appellant's Appeal Brief, Appellants are not arguing that Haney fails to disclose a purchase order *per se*. Appellants are arguing that Haney fails to disclose a computer implemented procurement module configured to process *both purchase order requisitions and timecard information*, as discussed above.

Thus, the Examiner's reference to the contents of Haney's purchase order fails to support the Examiner's position since, as noted previously and above, Haney's purchase order, no matter the contents, is generated, approved, and issued, prior to the contract performing any work and clearly before any timesheet has been filled out for work completed - notwithstanding the Examiner's continued assertions to the opposite.

As Appellants have argued repeatedly, Haney's purchase order is generated upon selection and final negotiations for the services of a candidate, not for goods to be purchased. (Haney, paragraph [0030]). Moreover, Haney's timesheets are submitted after the hired candidates perform work authorized by the purchase order. Even the Examiner admits that sending of a purchase order completes Haney's "contract labor request procurement process" (Final Action, p. 6, lines 1-2), yet the Examiner fails to acknowledge that Haney's purchase order cannot be based on approved electronic timecards if the timecards are not generated (and certainly not approved) until the purchase order has been generated, approved and issued to the vendor supplying the contractor.

3. The Examiner's interpretation of Appellants' claim is incorrect.

In the Response to Arguments section of the Final Action, the Examiner argues since Appellants' claim "includes a server that is 'configured to' do this and 'configured to' do that ... Applicants have not claimed that the claimed machine *actually performs* any of the 'configured to' actions'" (italics by Examiner). The Examiner further states, "[w]ith the proper software, the standard PC is 'configured to' perform virtually unlimited number of functions". However, as argued in Appellants' Appeal Brief (pp. 12-13) the prior art does not teach "the proper software" to function as recited in Appellants' claim 1.

Further, in response to the Examiner's assertion that the claimed machine is not claimed as actually performing any of the actions, claim 1 is not a method claim. By definition, a claim to an apparatus recites the configuration (either structural or

functional) of an apparatus, not the performance of actions. The courts have held that a functional claim limitation is “perfectly acceptable [to distinguish over the prior art] because it set definite boundaries on the patent protection sought.” *In re Barr*, 444 F.2d 588, 170 USPQ 33 (CCPA 1971). The cited art does not recite a system configured to function as recited in claim 1.

Haney clearly fails to disclose, *inter alia*, a timecard module configured to generate a purchase order based on one or more approved electronic timecards. Whether or not a standard PC, if loaded with the proper software, *could be* configured to include a timecard module configured to generate a purchase order based on one or more approved electronic timecards is irrelevant because the prior art does not teach any such system configured to so operate. For a more complete discussion of the Examiner’s contention, please see Appellants’ Appeal Brief, pp. 12-13).

The Examiner has **failed to respond in any way** to Appellants’ arguments (repeated above) regarding the Examiner’s erroneous assertion that “Applicants have not claimed that the claimed machine *actually performs* any of the ‘configured to’ actions.” As noted above, the Examiner merely disagrees with Appellants’ arguments and repeats the rejection of claim 1 in the Response to Arguments section of the Examiner’s Answer.

4. The Examiner has ignored the standard of anticipation.

Appellants have also argued that Haney explicitly teaches a system very different from the subject matter of claim 1. Specifically Appellants have argued that since, in Haney’s system, timecards are generated after the desired work is performed by the selected contractor while the purchase order for the desired work was generated previously to the start of the contract work (e.g., as part of the hiring or contract labor procurement process), Haney’s purchase order **not only does not, but cannot**, include information from an electronic timecard.

For example, Appellants have argued that Haney represents the traditional type of contract labor management system which are stand-alone programs and pertain ***solely to managing contract labor services***. Appellants have specifically contrasted Haney's system with Appellants' invention that involves the integration of contract labor services management with a procurement system for procuring goods. Specifically, Appellants have argued that Appellants' invention treats (counter-intuitively) the contractor (who is requesting a purchase order in payment for his time already) as a buyer requesting a purchase order for goods, which allows the same approval process normally used for approving purchase requests for goods to also be used for approving the contractor's request for payment. See Appellants' Appeal Brief, p. 11.

Thus, Haney **explicitly fails to anticipate** generating a purchase order based on approved electronic timecards.

In response to Appellants' argument that Haney does not teach (or teaches away from) generating a purchase order based on approved electronic timecards, the Examiner, in the Response to Arguments section of the Final Action, refers to Haney's teachings regarding a resource manager verifying a CLR form. However, as discussed both above and in Appellants' Appeal Brief, Haney's CLR form is, like Haney's purchase orders, part of the contract labor (and thus is not for goods) request procurement process and therefore generated and used before the candidate is actually hired or performs any work and certainly before any electronic timecards are generated or approved (Haney, paragraphs [0020 – 0026]).

The Examiner's Answer does not respond to, or even acknowledge, Appellants' argument regarding Haney's CLR form.

Claim 7

Cited art does not disclose all the limitations of Appellants' claim.

In regard to claim 7, Appellants have argued that **Haney does not disclose an external report generating module configured to generate information to be used by external applications and wherein the external report generating module is configured to format the information using XML data.** The Examiner refers to paragraph [0036] in Haney, which describes his system as web-based, using E-mail and a web browser. However, as argued in Appellants' Appeal brief, this portion of Haney does not mention anything regarding an external report generating module configured to generate information formatted in XML.

In the Response to Arguments section of the Final Action, the Examiner states that a web browser is software that lets a user view HTML documents and that both HTML and XML are markup languages. However, Haney only states, "possibly with the help of a web browser, ... to present information, a variety of other manners, such as fax or mail, may be used to send information between different entities in system 10, such as the vendors 40a-z and organization 20" (Haney, paragraph [0036]).

In response, Appellants' have argued that Haney does not describe an external report generating module configured to generate information to be used by external applications and to format the information using XML data. Simply stating that using a web browser may possibly allow information to be faxed or mailed does not have anything to do with the specific limitation from Appellants' claim 7 regarding an external report generating module configured to generate information to be used by external applications and to format the information using XML data.

In the Response to Arguments of the Examiner Answer, the Examiner states, "Most systems make use of HTML and XML for communication and web interaction

(through a browser), so using XML to format data would be considered an inherent feature of the system.

However, as argued in Appellants' Appeal Brief, use of XML is not inherent in Haney. "Inherent anticipation requires that the missing descriptive material is 'necessarily present,' not merely probably or possibly present, in the prior art." *Trintec Indus., Inc. v. Top-U.S.A. Corp.*, 295 F.3d 1292, 1295, 63 USPQ2d 1597, 1599 (Fed. Cir. 2002) (quoting *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999)). Appellants have asserted that use of XML is not "necessarily present" or required in all web browser software. For example, a web browser may function using only HTML and never use XML. The Examiner has not shown that XML is inherent or necessarily present in Haney's system.

The Examiner fails to address Appellants' argument. Instead, as noted above, the Examiner simply repeats the conclusory assertion, with any supporting evidence, that use of XML is inherent in Haney. The Examiner does not show that use of XML is "necessarily present" and not merely probably or possibly present. For example, the Examiner states that "[m]ost computer systems make use of HTML and XML" (Examiner's Answer, p. 7). Thus, the Examiner is relying on the fact that "most" computer systems. However, "The fact that a certain result or characteristic may occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic." *In re Rijckaert*, 9 F.3d 153, 1534, 28 USPQ2d 1955, 1957 (Fed. Cir. 1993); *In re Oelrich*, 666 F.2d 578, 581-82, 212 USPQ 323, 326 (CCPA 1981). Clearly something that only most, but not all, computer systems do is something that may occur or be present, but is not "necessarily" present in Haney.

Claim 8

Cited art does not disclose all the limitations of Appellants' claim.

With regard to claim 8, Appellants have argued that **Haney does not disclose an electronic timecard comprising a plurality of line items describing said contractor services including: a contractor identification; a description of services rendered; an amount of hours performed for said services rendered; an hourly rate for the hours; and subtotals representing the amount of hours by the hourly rate.** The Examiner refers to Haney's FIG. 6, which indicates fields such as Vendor Name, Consultant Name, Social Security Number, etc.

However, Appellants have shown that FIG. 6 of Haney does not indicate several of the specifically listed information fields, such as a description of services rendered, an hourly rate for the hours, and subtotals representing said amount of hours by said hourly rate. *See, e.g.,* Appellants' Appeal Brief, pp. 16-17. Appellants have argued that Haney teaches a timesheet that includes a consultant's supervisor and project names, as well as account codes for the project and that Haney describes how a consultant may enter the days and times worked. *See*, Haney, paragraph [0054].

Appellants' Appeal Brief also notes that the Examiner has not only failed to consider the specific limitations recited in Appellants' claim 8, but has also failed to ever address this argument when presented previously. Instead, the Examiner dismisses both Appellants' arguments and Appellants' dependent claims by stating, "while Haney may not explicitly disclose all the miscellaneous limitations from dependent claims, as argued by Appellant, such limitations are in widespread use in the procurement field and would be inherent in any system having the capacities of Haney's procurement module" (Examiner's Answer, p. 7).

First of all, as noted above regarding the rejection of claim 7, the Examiner's opinion and conclusory statement that "all the miscellaneous limitations" of Appellants' dependent claims "would be inherent" is not the proper standard for establishing anticipation by inherency. As noted above, "Inherent anticipation requires that the missing descriptive material is 'necessarily present,' not merely probably or possibly present, in the prior art." *Trintec Indus., Inc. v. Top-U.S.A. Corp.*, 295 F.3d 1292, 1295, 63 USPQ2d 1597, 1599 (Fed. Cir. 2002) (quoting *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999)). Here the Examiner has made no effort whatsoever to demonstrate that every limitation of every dependent claim is "necessarily present" and "not merely probably or possibly present" in Haney. Instead, the Examiner makes a general statement regarding "all the miscellaneous limitations" of all of Appellants' dependent claims. Such blanket rejection of all limitations of 19 dependent claims is clearly improper.

Additionally, the Examiner appears to admit that Haney does not *disclose* the limitations of claim 8 (and of the other dependent claims). The Examiner states, "while Haney may not explicitly disclose all the miscellaneous limitations ..." (Examiner's Answer p. 7).

Moreover, the Examiner is improperly making a new ground of rejection. In Final Action, the rejection of claim 8 (as well as the other dependent claims) does not rely on inherency. Prior to the Examiner's Answer, the Examiner argued that Haney directly disclosed the limitations of Appellants' dependent claims. *See, e.g.*, Final Action, pp. 3-4. Only in the Response to Arguments section of the Examiner's Answer does the Examiner now rely on "all the miscellaneous limitations" of all of Appellants' dependent claims being inherent in Haney. The Examiner's new reliance on inherency amounts to a new ground of rejection and is thus improper at this stage of prosecution.

The Examiner has failed to properly acknowledge the introduction of a new ground of rejection in the Examiner's Answer. Additionally, as noted above, the Examiner has failed to present a proper rejection based on inherency.

Additionally, the use of the limitation of claim 8 is not inherent in Haney. As noted above, Haney clearly describes the information used in a timesheet. Haney's system is perfectly capable of functioning according to Haney's invention with the timesheet taught by Haney. There is no need and certainly no reason that other information must be "necessarily present" in Haney's timesheet. The Examiner's opinion that Haney's timesheet inherently include all the limitations of claim 8 is incorrect.

Claim 9

Cited art does not disclose all the limitations of Appellants' claim.

Regarding to claim 9, Appellants have argued that **Haney does not disclose that the timecard module comprises a contractor profile for a contractor, the contractor profile including: a contractor identification; authorized projects for the contractor; authorized work types for the contractor; an authorized hourly rate for the contractor; and an approver for the contractor.** The Examiner refers to FIG. 4 and paragraphs [0049-51] in Haney. Haney's FIG. 4 depicts his contract labor request form including fields such as CLR Order No., Manager, Location, Phone Number, etc. However, as argued previously, none of the cited portions of Haney, nor any other portion of Haney, mention a contractor profile or the specific listed information fields: contractor identification; authorized projects for said contractor; authorized work types for said contractor; an authorized hourly rate for said contractor; and an approver for said contractor.

The Examiner fails to respond to this argument other than to assert that “all the miscellaneous limitations” of Appellants’ dependent claims “would be inherent” in Haney without providing any reasoning or evidence to support such a conclusion.

Furthermore, as discussed above, the Examiner’s new reliance on inherent anticipation is improper since it amounts to a new ground of rejection, which the Examiner has not properly identified or addressed in the Examiner’s Answer.

Moreover, a contractor profile, as recited in Appellants’ claim, is not inherent in Haney’s system. As argued in Appellants’ Appeal Brief, Haney is silent regarding the particular limitations of Appellants’ claim.

Claim 10

Cited art does not disclose all the limitations of Appellants’ claim.

In regard to claim 10, Appellants have argued that **Haney does not disclose an approval notification comprising information from the electronic timecard and an accounting code associated with each line item of the electronic timecard.** The Examiner refers to fields 614-616 of FIG. 6 in Haney.

However, as argued previously, Haney states at paragraph [0054] that fields 614-616 of FIG. 6 of the time sheet form contain account codes for a *particular project*, and FIG. 6 clearly shows a plurality of work segment line items for which no account codes are provided. Therefore, there is no teaching in Haney regarding an accounting code *associated with each line item* of an electronic timecard.

Furthermore, Appellants have argued that the time sheet form illustrated in FIG. 6 of Haney is not an approval notification. Haney teaches that after a timesheet is submitted, the timesheet is relayed to the hiring manager for approval. Thus, rather than

disclosing an approval notification comprising information from an electronic timecard, Haney teaches sending the actual time sheet to a manager for approval.

The Examiner has failed to respond to this argument. Furthermore, the Examiner's reliance on inherent anticipation is not only improper, but misplaced. Please see the discussion above regarding claim 8 for a more detailed discussion regarding the Examiner's reliance on inherent anticipation.

Moreover, the limitations of claim 10 are not inherent in Haney. There is not reason why an approval notification comprising information from the electronic timecard and an accounting code associated with each line item is necessarily present in Haney. Haney's system seems perfectly capable of functioning with such an approval notification as recited in Appellants' claim.

Claim 11-14 and 17-20:

1. Cited art does not disclose all the limitations of Appellants' claim.

Appellants have argued that **Haney fails to disclose a computer implemented procurement module configured to process both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services.** In contrast, Haney teaches a computer implemented system that pertains *solely to managing contract labor services*. The system of Haney has absolutely nothing to do with the procurement of goods (something manufactured or produced for sale).

Additionally as described above, Appellants have also argued that **Haney does not disclose generating a purchase order comprising information from an electronic timecard in response to receiving an approval form indicating approval of the electronic timecard.** Specifically, Appellants have argued that Haney generates a purchase order after selecting a candidate to perform desired contract services, but before the candidate is actually hired or performs any work and certainly before any electronic

timecards are generated or approved. (See *e.g.*, paragraphs [0021] and [0030]).

In the Response to Arguments section of the Final Action, the Examiner refers to Haney's teachings regarding a resource manager verifying a CLR form. However, as argued in Appellants' Appeal Brief, Haney's CLR form is, like Haney's purchase orders, part of the contract labor request procurement process and therefore generated and used before the candidate is actually hired or performs any work and certainly before any electronic timecards are generated or approved (Haney, paragraphs [0020 – 0026]). Appellants' Appeal Brief demonstrates that Haney's CLR is quite clearly part of the labor request, bidding and procurement process and explicitly **not** based on approved electronic timecards.

The **Examiner has never responded to this argument** in any fashion. The Examiner does not explain how a CLR form that is part of the contract labor procurement process can be based on timecards that are cannot even be generated yet, since the contractor has not been hired or started work. For instance, the Examiner has not explained how the rejection can be maintained in light of Haney's teaching regarding "when requesting manager 22 needs contract labor, she uses her computer to access contract computer 28" and that "computer 28 then provides a contract labor request (CLR)" and in consideration that Haney further teaches a request coordinator that allocates an approved CLR to a resource manager, who then selects vendors to *submit resumes* of candidates able to fulfill the contract labor request (See, Haney, paragraphs [0024 – 0028]).

Appellants have further argued that **Haney does not disclose a procurement system configured to process both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services**. Appellants have noted that the Examiner has provided no evidence showing that Haney's system is capable of processing both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more

rendered services.

As Appellants have argued repeatedly, Haney's purchase order is generated upon selection and final negotiations for the services of a candidate (Haney, paragraph [0030]) while Haney's timesheets are submitted after the hired candidates perform work authorized by the purchase order. Even the Examiner admits that sending of a purchase order completes Haney's "contract labor request procurement process" (Final Action, p. 6, lines 1-2), yet the Examiner fails to acknowledge that Haney's purchase order cannot be based on approved electronic timecards if the timecards are not generated (and certainly not approved) until have the purchase order has been generated, approved and issued to the vendor supplying the contractor.

As described above regarding claim 1, nothing in Haney teaches or implies that Haney's system is capable of processing both purchase order requisitions for goods and timecard information for services. Disregarding specific software instructions, a computer system may in theory perform a nearly infinite number and variety of functions, but it clearly does not anticipate the infinite number and variety of functions. A computer system configured with a specific set of software instructions (such as in Haney) is configured to perform only a finite set of functions (the functions described in Haney). The Examiner's assertions that Haney's computer system anticipates a computer implemented procurement module for processing both purchase order requisitions and timecard information, even though no evidence is present that Haney's system is configured to operate on purchase order requisitions, is clearly an incorrect application of Haney. Haney's system is not capable of functioning as recited in claim 11.

The Examiner has **failed to respond in any way** to Appellants' arguments (repeated above) regarding the Examiner's erroneous assertion that "Applicants have not claimed that the claimed machine *actually performs* any of the 'configured to' actions."" As noted above, the Examiner merely disagrees with Appellants' arguments and repeats the rejection of claim 1 in the Response to Arguments section of the Examiner's Answer.

Please see the discussion of claim 1 above for a more detailed discussion of the above arguments and the Examiner's responses.

2. Cited art teaches away from Appellants' claim.

Appellants have argued that since timecards (in Haney) are generated after (at least portions of) the desired work is performed by the selected contractor and since the purchase order was generated previous to the start of the contract work, Haney's purchase order not only does not, but also cannot, include information from an electronic timecard. Thus, Haney teaches away from generating a purchase order comprising information from an electronic timecard in response to receiving an approval form indicating approval of the electronic timecard.

Therefore, Haney cannot be said to anticipate claim 11. For a more detailed discussion regarding Haney's failure to teach a system that is capable of processing both purchase order requisitions for goods and timecard information for services, please refer to Appellants' arguments above regarding claim 1.

Furthermore, in the Response to Arguments, the Examiner argues since Appellants' claim "includes a server that is 'configured to' do this and 'configured to' do that ... Applicants have not claimed that the claimed machine *actually performs* any of the 'configured to' actions'" (italics by Examiner). The Examiner further states, "[w]ith the proper software, the standard PC is 'configured to' perform virtually unlimited number of functions". **However, the Examiner has failed to consider the fact that claim 11 is a method claim that specifically recites, in part, "generating an electronic timecard", "generating a notification" "in response to receiving said approval form", "generating a purchase order", and "transmitting said purchase order".** Thus, the Examiner's argument in the Response to Arguments does not rebut Appellants' arguments as applied with regard to claim 11.

Claim 15 and 21:

Cited art does not disclose all the limitations of Appellants' claim.

In regard to claim 15, Appellants have argued that **Haney does not teach a notification comprising accounting code associated with line items of the electronic timecard.** The Examiner has referred to fields 614-616 of FIG. 6 in Haney.

However Appellants have shown that at paragraph [0054], Haney states that fields 614-616 of FIG. 6 of the time sheet form contain *account codes* for a particular project, and FIG. 6 clearly shows a plurality of work segment line items. Thus, there is no teaching in Haney regarding an accounting code *associated with line items* of an electronic timecard. Furthermore, the time sheet form illustrated in FIG. 6 of Haney is not an approval notification. Haney's failure to disclose a notification including accounting codes associated with line items of an electronic timecard, please see the discussion of claim 10 above.

The Examiner has not responded Appellants' arguments regarding claim 15 in the Examiner Answer, other than to state that "all of the miscellaneous limitations from [Appellants'] dependent claims ... would be inherent in any system having the capacities of Haney's procurement module." Please see the discussion of claim 8 above for a more detailed discussion of the Examiner's improper reliance on inherent anticipation.

Moreover, use of notification comprising accounting code associated with line items of the electronic timecard, as recited in Appellants' claim is clearly not inherent in Haney's system. Not only is Haney completely silent regarding such a notification, Haney's system has no need for the specific notification of claim 15.

Claim 16 and 22:

Cited art does not disclose all the limitations of Appellants' claim.

In regard to claim 16, Appellants have argued that **Haney does not teach where**

transmitting a purchase order to execute payment to a contractor of a timecard is performed using XML data. The Examiner refers to paragraph [0036] in Haney, which describes his system as web-based, using E-mail and a web browser. However, this portion of Haney does not mention anything regarding an external application using information *formatted in XML*. As described above regarding claim 7, the Examiner states that a web browser is software that lets a user view HTML documents and that both HTML and XML are markup languages. Nowhere does Haney describe an transmitting a purchase order using XML data. Furthermore, as shown above, the use of XML is not inherent in Haney. Thus, Haney clearly cannot be said to anticipate claim 16. For a more detailed discussion regarding Haney's failure to teach the use of XML, please see Appellants' arguments above regarding claim 7.

The Examiner has failed to respond to the Appellants' specific arguments above in the Examiner's Answer.

CONCLUSION

For the foregoing reasons, it is submitted that the Examiner's rejection of claims 1-22 was erroneous, and reversal of her decision is respectfully requested.

If any fee is due, the Commissioner is authorized to charge any fees that may be due to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-90600/RCK. This Appeal Brief is submitted with a return receipt postcard.

Respectfully submitted,

/Robert C. Kowert/

Robert C. Kowert, Reg. #39,255
Attorney for Appellants

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
(512) 853-8850

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